

1 BRETT B. CURLEE (SBN 151058)
2 LAW OFFICES OF BRETT CURLEE
2 21250 Hawthorne Blvd. Suite 500
3 Torrance, CA 90503
3 Telephone: (310) 203-3084
3 Facsimile: (310) 203-3071
4 Email: Brett.Curlee@TheCurleeLawFirm.com

5 Attorney for the Movant and Chapter
7 Trustee, WESLEY H. AVERY

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re) CASE NO. 2:17-bk-23651-NB

10 LETITIA LOUISE WELLINGTON,) [Chapter 7]
11 Debtor.)
12) STIPULATION AMENDING THE
13) TERMS OF THE STIPULATION
14) [Docket No. 86, Exhibit "1"]
15) FOR THE CHAPTER 7 TRUSTEE TO
16) SELL THE SINGLE FAMILY
17) RESIDENCE (1353 Hauser
18) Boulevard, Los Angeles, CA
19) 90036) BETWEEN THE CHAPTER 7
20) TRUSTEE, WESLEY H. AVERY, THE
21) DEBTOR, LETITIA LOUISE
22) WELLINGTON, THE DEBTOR'S
23) SPOUSE, AMOS Q. WELLINGTON,
24) AND CREDITOR, MICHAEL DURAND
25) MADISON, SR.
26)
27) [No Hearing Required]
28)
)

This "Stipulation Amending the Terms of the Stipulation
[Docket No. 86, Exhibit "1"] for the Chapter 7 Trustee to Sell the
Single Family Residence (1353 Hauser Boulevard, Los Angeles, CA
90036) between the Chapter 7 Trustee, Wesley H. Avery, the Debtor,
Letitia Louise Wellington, the Debtor's Spouse, Amos Q.
Wellington, and Michael Durand Madison, SR." (the "Amended
Stipulation") is made by and between, Wesley H. Avery, Chapter 7
trustee (the "Trustee"), as Trustee for the bankruptcy estate, In

1 re Letitia Louise Wellington, Bankr. Case No. 2:17-bk-23651-NB
2 (the "Bankruptcy Case" or "Estate"), on the one hand, and the
3 Debtor, Letitia Louise Wellington (the "Debtor"), and his spouse,
4 Amos Q. Wellington ("Mr. Wellington"), and Michael Durand Madison,
5 SR., ("Mr. Madison") on the other.

This Amended Stipulation amends only the terms of the
original "Stipulation [Docket No. 86, Exhibit "1"] for the Chapter
7 Trustee to Sell the Single Family Residence (1353 Hauser
Boulevard, Los Angeles, CA 90036) and to continue the hearing on
the Motion to Consolidate (Docket No. 43) between the Chapter 7
Trustee, Wesley H. Avery, the Debtor, Letitia Louise Wellington,
the Debtor's Spouse, Amos Q. Wellington, and Michael Durand
Madison, SR." (the "Original Stipulation") as set forth herein.

The Original Stipulation is amended as follows:

Recitals

18 1. The Estate has received an offer to purchase the Single
19 Family Residence (1353 Hauser Boulevard, Los Angeles, CA
20 90036) (the "Property") for \$950,000.

21 2. There will be insufficient funds available from the
22 sale of the Property to make distributions in accordance with the
23 Original Stipulation.

25 3. The parties therefore agree to modify the terms of the
26 Original Stipulation as follows:

Modified terms of Original Stipulation

28 4. The sale will be completed at a sale price of \$950,000

1 subject to overbid at the time of hearing on the Motion to approve
2 the sale of the Property. The Debtor and Mr. Wellington shall
3 receive all net proceeds from the sale at the close of escrow
4 after payment of real estate commissions (reduced to 4%),
5 lienholders, and related cost of sale. The Debtor and Mr.
6 Wellington shall receive a minimum of \$34,397.48 from the sale.
7
8 In addition, if there are overbidders at the hearing on the motion
9 to sell the Property that offer a higher price than \$950,000, the
10 Debtor and Mr. Wellington shall receive all additional net
11 proceeds from any sale of the Property to an overbidder when
12 escrow closes, and after payment of real estate commissions
13 (reduced to 4%), lienholders, and related cost of sale.
14

15 5. Instead of the Debtor and Mr. Wellington paying
16 attorney fees and costs of the Debtor's attorney and the
17 administrative claims of professionals of the bankruptcy estate
18 from their homestead exemption, Mr. Madison shall carve out of
19 \$30,000 from his mortgage in the amount of \$96,000 ("Second
20 Mortgage") that is secured by the Property. The \$30,000 will be
21 distributed to pay the Debtor's attorney and the bankruptcy
22 estate, 18.19% to Debtor's counsel and 81.81% to the Estate. The
23 Debtor and Mr. Wellington will pay none of the net sale proceeds
24 from the Property to Estate or to Debtor's counsel.
25

26 6. From Mr. Madison's claim, Claim No. 2-1, Mr. Madison
27 agrees that \$30,000 shall be distributed from escrow to Debtor's
28 counsel and the Estate in accordance with paragraph 5 of this

1 Amended Stipulation. Mr. Madison agrees' to waive his secured
2 claim to the extent of any unpaid amounts or balances due thereon
3 when escrow closes and net proceeds are distributed. Mr. Madison
4 shall withdraw his secured claim once it is paid.

5 7. Mr. Madison has filed a proof of claim alleging an
6 unsecured claim for \$126,768.44 for materials he purchased to
7 renovate the Property. Mr. Madison will receive no payment on
8 this claim from the proceeds from the sale of the Property.

10 8. Pursuant to the Order holding Mr. Wellington in
11 contempt of Court [Docket No. 127], the Court ordered Mr.
12 Wellington to pay Trustee \$2,467.60 from the proceeds of the
13 homestead exemption when the Property is sold. The Trustee hereby
14 agree to waive payment of the aforementioned sanctions by Mr.
15 Wellington as part of this Amended Stipulation when all parties
16 have signed this Stipulation and the Court has entered the Order
17 approving this Stipulation.

19 9. In exchange for the payment pursuant to paragraph 4
20 above, and as set forth in the Original Stipulation the Debtor and
21 Mr. Wellington agree to waive their homestead exemption claimed by
22 the Debtor in the amended Schedules filed May 17, 2018 wherein the
23 Debtor claimed a \$175,000 homestead exemption under C.C.P.
24 S704.730. The waiver is a complete except to the extent of the net
25 proceeds paid when escrow closes for the sale of the Property, and
26 in no event less than \$34,397.48, plus any additional amount of
27 net proceeds received from any overbid.

28 10. If there are additional costs of sale, the Trustee shall

1 pay such additional costs of sale from the funds received from the
2 carve out of Madison's secured note, such that the Debtor will be
3 guaranteed to receive not less than \$34,397.48, plus any
4 additional amount of net proceeds received from any overbid.

5 11. All other terms if the Original Stipulation shall
6 remain in full force and effect except as modified herein.

7 IT IS SO AGREED AND STIPULATED.

8

9 Dated: April 30, 2019


WESLEY H. AVERY, Chapter 7 Trustee

10

11 Dated: April 30, 2019


LETITIA LOUISE WELLINGTON, Debtor

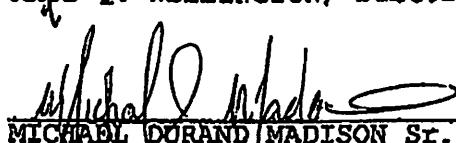
12

13 Dated: April 30, 2019


AMOS Q. WELLINGTON, Debtor's Spouse

14

15 Dated: April 10, 2019


MICHAEL DURAND MADISON Sr., Creditor

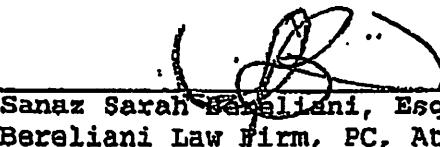
16

17 Dated: April 10, 2019


Brett B. Curlee, Attorney for the
Chapter 7 Trustee, WESLEY H. AVERY

18

19 Dated: April 30, 2019


Sanaz Sarah Bereliani, Esq., for
Bereliani Law Firm, PC, Attorney for
the Debtor, LETITIA LOUISE
WELLINGTON

20 [Signatures Continued on next page.]

21

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: April 30, 2019



Stella Havkin, Esq., for Havkin &
Shrago, Attorneys for Creditor,
MICHAEL DURAND MADISON, SR.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: Law Offices Of Brett Curlee, 21250 Hawthorne Boulevard, Suite 500, Torrance, CA 90503

A true and correct copy of the foregoing document entitled: STIPULATION AMENDING THE TERMS OF THE STIPULATION [Docket No. 86, Exhibit "1"] FOR THE CHAPTER 7 TRUSTEE TO SELL THE SINGLE FAMILY RESIDENCE (1353 Hauser Boulevard, Los Angeles, CA 90036) BETWEEN THE CHAPTER 7 TRUSTEE, WESLEY H. AVERY, THE DEBTOR, LETITIA LOUISE WELLINGTON, THE DEBTOR'S SPOUSE, AMOS Q. WELLINGTON, AND CREDITOR, MICHAEL DURAND MADISON, SR. will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On May 11, 2019, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Chapter 7 Trustee: Wesley H Avery (TR) wes@averytrustee.com, C117@ecfcbis.com;lucy@averytrustee.com;alexandria@averytrustee.com
- Attorney for the Chapter 7 Trustee: Brett B Curlee brett.curlee@thecurleelawfirm.com
- Attorney for the Chapter 7 Trustee: Dennis E McGoldrick dmcgoldricklaw@yahoo.com, demcg@demcg.com
- Debtor's Attorney: Sanaz S Bereliani berelianilaw@gmail.com, chris@berelianilaw.com;r48595@notify.bestcase.com
- Creditor's Attorney: Stella A Havkin stella@havkinandshrago.com, havkinlaw@earthlink.net;r49306@notify.bestcase.com
- Creditor's Attorney: Michael F Chekian mike@cheklaw.com
- Creditor's Attorney: Kristin A Zilberstein ecfnotifications@ghidottilaw.com
- Creditor's Attorney: Merdaud Jafarnia bknotice@mccarthyholthus.com, mjafarnia@ecf.inforuptcy.com
- United States Trustee: United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On May 11, 2019, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtor:
Letitia Louise Wellington
P.O. Box 351000
Los Angeles, CA 90035-9400

Other Parties:
Amos Q. Wellington
P.O. Box 351000
Los Angeles, CA 90035-9400

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE
TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant

to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

May 11, 2019

Brett B. Curlee
Printed Name

Brett B. Culver
Signature